



City of Phoenix
OFFICE OF ENVIRONMENTAL PROGRAMS

December 21, 2000

Mr. Richard Laubacher
Environmental Engineering Department
Goodyear Tire and Rubber Company
1144 East Market Street, D/435F
Akron, Ohio 44316-0001

RE: Phoenix-Goodyear Airport - Issues for Discussion

Dear Rick:

The City of Phoenix has requested a meeting with you and our respective consultants to discuss various issues related to remedial activities at the Phoenix-Goodyear Airport (PGA) site. I understand the meeting may be scheduled during the week of January 15. Please confirm the preferred date as soon as possible so that Cynthia, Janet and I can hold the day on our calendars.

In preparation for the meeting, I am writing to outline several issues, which we would like to discuss. Most notable of these is to gain a further understanding of the proposal you have made for a possible revision to the site groundwater cleanup standards, and to understand the legal basis and administrative process to achieve that result. In addition, there are several other site issues we would like to resolve, including the request to transport contaminated water onto the PGA property for treatment, which Cynthia Parker responded to in her letter of November 30 to you. Other issues include:

- 1) Updating and possibly revising the site access agreement: As you know, the 1991 access agreement between Goodyear Tire and Rubber (Goodyear) and the City of Phoenix (Phoenix) requires periodic updates by attachment to accurately identify new wells, lines and other structures required by the site remedial activities. The timeliness and completeness of these modifications are extremely important to the City, in order to plan for various expansion, repair, and replacement of aviation-related buildings and infrastructure. Unfortunately, this process has lagged in the past and has resulted in unexpected construction delays and costs to the City.

The City would like to revisit the access agreement with you and discuss whether any modifications to the text of the agreement are appropriate.

Mr. Richard Laubacher

Page 2

December 21, 2000

In addition, you must provide new plans that accurately depict the various improvements installed by Goodyear. Goodyear needs to provide accurate surveys of its facilities and assure the City that such facilities and utilities are up to code. We would also like to identify any improvements that can be permanently closed or abandoned at this time, as well as others that are scheduled for abandonment in the foreseeable future. Those closures and abandonments should be completed in the near term to facilitate future airport development plans.

- 2) Confirmation of the air sparging monitoring proposal: Goodyear has previously communicated that it will assume responsibility for additional air and groundwater monitoring during and for an 18-month period following the proposed infield air sparging/VES project to alleviate the City's expressed concern about early detection of possible impacts to the Infield LUST plume. In addition, there was a commitment by Goodyear to perform additional evaluation, including plume stability and concentration trending, in the event that there are exceedances of benzene at the compliance monitoring wells. The City appreciates that commitment, and would like to clarify and document the scope of that monitoring program at this meeting.
- 3) Regulatory status of the air sparging monitoring proposal: During a September 14, 2000 conference call among representatives of the City, U.S. Environmental Protection Agency (EPA), Arizona Department of Environmental Quality (ADEQ) and Goodyear, the City's request for a waiver of certain LUST project-related requirements was discussed. Based on our participation in that call and the resultant minutes that were drafted by Todd Struttman, the City believes the final compromise resolution is satisfactory. We have requested a letter from EPA essentially affirming the results documented by Todd. However, if that letter is not provided prior to our January meeting, the City and Goodyear should discuss the impact on the air sparging/VES project schedule and activities.
- 4) Finally, the City would like to obtain through discussion with you a better understanding of Goodyear's proposed goal for a modified groundwater cleanup standard at the PGA National Priorities List site and the administrative process, including opportunities for public comment. As the title-holder to much of the land at issue, and as a public drinking water provider, the City obviously has a keen interest in this proposal.

At present, the City is unable to respond to the proposal, since its potential terms remain unclear. In order to further the discussion, we believe it would be appropriate for Goodyear to explain its proposal in writing. Among other things, it would be helpful for Goodyear to identify specifically the revised groundwater cleanup standards it is seeking, what it proposes as the applicable point of compliance, and whether the proposal, if adopted, would result in a cessation of active remediation and/or monitoring over all or a portion of the site.

Mr. Richard Laubacher

Page 3

December 21, 2000

It would also be beneficial to the City's review if the proposal could explain how the modified groundwater cleanup standards would be appropriate in light of the existing requirements of the Consent Decree between Goodyear, the United States, and the State of Arizona, under the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA or Superfund). Likewise, it would be helpful if Goodyear or the regulatory agencies could explain their proposed procedural approach, including how they would solicit public comment.

As you know, Section 121 of CERCLA, 42 U.S.C. Section 9621, and the National Contingency Plan (NCP) set forth standards for selecting remedial actions under CERCLA. CERCLA and the NCP require that remedies achieve remedial requirements that are either "applicable" or "relevant and appropriate", unless these "ARARs" are affirmatively waived. Waiver is appropriate only for interim remedies and with respect to requirements that are "technically impracticable from an engineering perspective" to achieve. 42 U.S.C. Section 9621(d) (4); 40 C.F.R. Section 300.430 (f) (1).

The United States District Court for the District of Arizona entered on November 27, 1991 a consent decree among the United States, State of Arizona, Goodyear, and Loral Corporation. The consent decree called for Goodyear to implement a remedy consistent with the 1989 Record of Decision (ROD) for the site, which ROD was incorporated into the decree. Consent Decree, Section VII. The Consent Decree specifically adopted as "Cleanup Standards" for both Subunit A and Subunit B/C groundwater the ARARs set forth in Table 2-5 of the 1989 ROD. Consent Decree, Section IV. The 1989 ROD had concluded that complying with MCLs was reasonable, necessary, and cost-effective in both subunits. ROD, p. 47. For volatile organic compounds present at the site, the cleanup levels selected in the ROD and Consent Decree were, primarily, final or proposed MCLs. For trichloroethylene, the Consent Decree established a cleanup level of 5 micrograms per liter, then and now the MCL.

The City has participated in discussions with Goodyear and representatives of EPA and ADEQ that have included mention of a variety of potentially modified TCE cleanup levels, ranging from 20 to 100 micrograms per liter. Given the general nature of these discussions, the City believes it would be appropriate for Goodyear to provide a written proposal to address the following technical, legal and procedural issues, among others:

- a. Exactly what cleanup standard(s), in micrograms per liter, is Goodyear proposing the agencies adopt at PGA? At what point(s) in the aquifer does Goodyear propose to achieve this standard?

Mr. Richard Laubacher
Page 4
December 21, 2000

- b. Will adoption of this revised cleanup standard obviate the need for further active remediation by Goodyear? Will natural attenuation allow the cleanup standards to be achieved, should active remediation be halted? Is Goodyear also proposing to cease further containment of the impacted groundwater? If this occurs, what are the predicted impacts on the aquifer and existing or reasonably foreseeable uses?
- c. Does Goodyear contend that it is technically infeasible for the existing cleanup standards to be met, and accordingly that an ARAR waiver is necessary? If so, at what points within the aquifer does Goodyear contend restoration to existing cleanup standards is infeasible?
- d. How does Goodyear's proposal meet the requirements of CERCLA and the NCP?
- e. Procedurally, how does Goodyear prefer that its proposal be treated? Is it necessary for both the 1989 ROD and the 1990 Consent Decree to be amended? The former would likely require public notice and comment; the latter would require returning to District Court.

The City does not mean to imply by this letter that it is opposed to Goodyear's proposal; at the moment we simply do not understand what it is and how it would comply with CERCLA. If Goodyear's position is that TCE levels cannot be remediated to 5 micrograms per liter at all points in the aquifer, given the current limits of applicable technology, the City has some understanding of this position and how it might be consistent with CERCLA law and guidance. The City may have an entirely different view if, conversely, Goodyear is proposing that cleanup standards should be relaxed, containment halted, and groundwater containing TCE in excess of the MCL allowed to migrate off-site to expedite the time at which the remedy can be deemed a success.

In any event, we believe it would be productive and appropriate for Goodyear, the City, and the agencies to meet in person to further discuss the technical and legal issues raised by Goodyear's developing proposal. We would like to at least begin those discussions during our January meeting. In the meantime, please contact me at 602-256-5681 if you would like to clarify or respond to any of the items listed in this letter, prior to that meeting.

Sincerely,



Donn Stoltzfus
Environmental Programs Specialist

cc: Todd Struttman, Sharp & Associates
Nancy Lou Minkler, ADEQ
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